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A G R E E M E N T

between

Hanover Township, NJ

TOWNSHIP OF HANOVER

A Municipal Corporation
located in the County of Morris
and State of New Jersey

-and-

THE POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL NO. 128, N.J.P.B.A.

X January 1, 1989 through December 31, 1990

HANSBURY, MARTIN & KNAPP, P.A.
736 Speedwell Avenue
Morris Plains, New Jersey 07950

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AGREEMENT

THIS AGREEMENT, made this 12th day of May,
1989 by and between

TOWNSHIP OF HANOVER,
a Municipal Corporation
located in the County of Morris
and State of New Jersey

Hereinafter referred to as "Employer"

and

THE POLICEMAN'S BENEVOLENT ASSOCIATION
Local No. 128, N.J.P.B.A.

Hereinafter referred to as "Association"

W I T N E S S E T H:

WHEREAS, pursuant to the New Jersey Employer-Employee Relations Act, Chapter 303, Laws of 1968, as amended, of the State of New Jersey (hereinafter referred to as the Act), the aforesaid Association has been elected as Representative by and for the Detectives, Sergeants and Patrolmen for the purpose of collective negotiations, the Employer recognizes the Association and agrees as follows:

ARTICLE II

HOURS OF WORK

The normal work week shall commence at 12:01 A.M. on Monday and end at 12:00 Midnight the following Sunday.

Regular hours of work shall consist of forty (40) hours within this work week with the specific work schedule for each officer to be determined by the Chief of Police, or his designated representative.

The schedule shall be posted for the information of all officers at least two (2) weeks in advance. This posted schedule however, shall not prevent the Chief of Police or his appointed representative from making revisions in the schedule for reasons such as illness, accident, or other unexpected events which might require a modification of the schedule after posting.

personnel, the Chief of Police or his designated representative shall call in such personnel who are available for extra, non-scheduled duty. Those officers reporting for duty under such conditions shall be paid at the regular overtime rate for all such hours worked but not less than three hours.

Section 4:

Compensation for all overtime shall be authorized by the Chief of Police or his designated representative.

If a grievance is not filed in writing within twenty (20) days after the grievant knew or should have known of its occurrence, then in that event, the grievance shall be determined to be abandoned by the grievant and he is precluded from processing the grievance through the grievance procedure under the collective negotiations agreement.

The Chief of Police shall review the grievance with the officer and/or the Association representative within two (2) working days of the receipt of the written grievance. If a mutually satisfactory settlement is not reached, he shall then reply to the written grievance within three (3) working days after the conclusion of discussion at this step. If the grievance is denied at this step, the officer and/or the Association representative may request the Chief of Police to forward the written grievance and his reply to the Township Committee.

STEP 3: If such request is made, the Chief of Police shall forward the written grievance to the Township Committee. The Township Committee shall review such grievance with the officer and/or the Association representative. If a mutually satisfactory settlement is not reached, the Township Committee shall reply in writing within thirty (30) days of the receipt of the grievance.

STEP 4: If the Association is dissatisfied with the decision of the Township Committee, the grievance in dispute shall be submitted to arbitration. It is understood that the right to arbitrate a grievance shall not infringe on any statutory or regulatory obligations of individual officers or place an unreasonable burden on the operation of the Police Department. Only the Employer or the Association shall have the right to submit a grievance to arbitration.

The request for arbitration shall be submitted in writing not more than thirty (30) days after receipt of the Township Committee's reply.

In following the foregoing procedure, if extenuating circumstances arise for either party, the prescribed time limits specified above may be extended by mutual agreement of the parties.

The selection of an arbitrator shall be made from a mutually agreed panel of not more than five or less than three qualified arbitrators. This panel shall be selected by the Employer and the Association from a list of ten names of qualified arbitrators obtained from the New Jersey State Mediation Service. Whenever feasible, arbitration shall be conducted by selected arbitrators on a rotating basis.

Article V

VACATIONS

For the purpose of this Article, a year shall be considered as the calendar year commencing January 1 and ending December 31. The vacation schedule and the number of vacations granted at any given time shall be made up by and be the responsibility of the Chief of Police subject to the provisions of Section "J" of this Article. All full time officers will be granted vacation periods subject to the following service factors:

- A. Officers engaged or re-engaged on or subsequent to July 1 of the current year - No Vacation.
- B. Officers engaged or re-engaged after October 1 of the preceding year and prior to July 1 of the current year - five days.
- C. Officers engaged or re-engaged prior to October 1 of the preceding year - ten days.
- D. Officers who have completed 1 through 5 years of credited service - 10 days per year.
- E. Officers beginning with the 6th year through completion of the 9th year of credited service - 15 days per year.
- F. Officers beginning with the 10th year through completion of the 14th year of credited service - 20 days per year.
- G. Officers beginning with the 15th year of credited service shall receive 20 days per year plus one day for each year of credited service over 14 years to a maximum of 25 days per year.
- H. Officers shall not begin the first week of vacation prior to the completion of at least six months of continuous service from the date of engagement or re-engagement nor begin the second week of vacation prior to the completion of at least twelve months of continuous service from the date of engagement or re-engagement.
- I. Vacations shall be taken during the calendar year and will not be considered cumulative. If for valid reasons this cannot be done, at the request of the employee this requirement may be waived for a period of up to thirty (30) days after January 1 of the following calendar year by the

2. If during the calendar year an employee should resign, retire or be dismissed from the service of the Township and based upon certification of the appropriate department head all of his/her vacation time has been taken, it shall be the responsibility of that individual to reimburse the Township for vacation time taken but not yet earned or accrued. The Treasurer, shall then be empowered to garnish the final paycheck of any employee in order to compensate the Township or take whatever other appropriate action may be necessary to recover any monies due the Township.

3. It shall be the responsibility of the Township Administrator to calculate the amount of prorated vacation time which may be taken by any employee who is voluntarily or involuntarily severed from the service of the Township.

N. Notwithstanding the provisions of Section M herein, as an incentive to those Township police officers retiring pursuant to a regular service retirement under the terms prescribed by the Police and Fire Retirement System with twenty-five (25) or more years of service, the Township will not prorate the vacation days in the last year of service in recognition of that officer's meritorious service. Rather the eligible employee will receive his entire vacation allowance regardless of his retirement date. Any full time employee who may qualify under the terms of this provision shall make application to the Township Committee at least sixty (60) days prior to the date of retirement.

Article VII

WAGES

Section 1:

(a) Effective January 1, 1989 the annual salaries for the positions of patrolman and sergeant (if the sergeant's position is authorized by the Township Committee) and Detective shall be increased 7.0% beyond the current (1988) salaries for each position.

(b) Effective January 1, 1989 the annual salary for probationary patrolman shall be \$20,739.00. Once appointed, a probationary patrolman shall remain at his starting salary for one year. For the purpose of calculating the employee's anniversary date, the anniversary date shall be the first day of the month following the completion of the one year probationary period. Thereafter, step advances shall occur on the anniversary date of employment of a patrolman as is the normal practice under the Police Department's salary ordinance. See Schedule A attached for salary guide.

(c) All salaries and rates of compensation hereinabove provided shall be effective January 1, 1989. Only those employees currently on the payroll of the Township of Hanover at the time of adoption of the enabling salary ordinance shall receive retroactive salary adjustments, except that employees who have retired from service on or after January 1, 1989, but prior to the adoption of said ordinance shall receive retroactive salary adjustments effective January 1, 1989, through the date of retirement. No other exceptions shall be made.

Section 2:

Effective January 1, 1990, the annual salaries for the positions of patrolman and sergeant (if the sergeant's position is authorized by the Township Committee) and Detective shall be increased 6.0% above the 1989 salaries established under Section 1 above. The annual salary for probationary patrolman shall be \$21,983.00 and the same probationary period and formula for calculation of anniversary date shall apply as in 1989. Thereafter, step advances shall occur on the anniversary date of employment of a patrolman as is the normal practice under the Police Department's salary ordinance. See Schedule A attached for salary guide.

Section 3: Longevity

In addition to salaries listed herein, all eligible police officers shall receive longevity payments which shall be paid and included in the employee's base rate of salary based upon years of service in

Article VIII

LEAVE OF ABSENCE - PAID AND UNPAID

Leaves of absence with or without pay for reasons other than sickness or accident shall be in accordance with the following:

A. Service on Election Boards and Campaign Activities

Any officer who works on a Board of Election or as a candidate or campaign worker shall not be paid for absence from his scheduled duties during the time he is engaged in such activities. Time off for such activities may be taken from scheduled duties only upon approval of the Chief of Police, provided, however, scheduled time off shall not be granted if an officer is a candidate or campaign worker.

B. Military or Naval Duty

Leaves of absence will be granted to regular officers who are members of the National Guard, Naval Militia, or one of the reserve components of the Armed Forces, for field training duty and emergency service authorized and conducted by the various branches of the Military or Naval Service.

The leaves of absence will be granted with credit for time, with eligibility to all benefits, and with eligibility to sickness benefits if, at the termination of the leave, the officer is unable, on account of disability, to return to duty.

The officer shall make formal written request through the Chief of Police to the Township Committee immediately upon receipt of orders.

The officer shall submit a copy of the Military Order to the Chief of Police, unless such order is of classified nature. The officer, upon return from duty, shall submit a certificate showing the dates of participation in the training program.

C. Payment for Training

Payment for training duty shall be in accordance with the appropriate State Statutes applying to the various types of military training duties.

26 to 50 Days

1 full day's pay for each
full year of service

1 to 25 Days

0.5 full day's pay for
each full year of service

In no event shall the termination allowance in the table above
exceed seventy-five (75) full day's pay.

Article X

INSURANCE AND RETIREMENT

Section 1: The Employer shall continue to pay the premiums for members of the bargaining unit covered under the State Health Benefits Plan and the Police and Firemen's Retirement System.

Section 2: Effective January 1, 1986, a dental plan shall be established with coverage comparable to that shown on Schedule B attached. The Township shall solely bear the premium costs for 1989 and 1990 including any increase in such premium costs, notwithstanding the provisions of the 1987-1988 collective bargaining agreement, Article X, Section 2. Dental Insurance coverage shall be provided as set forth in the contract of insurance.

Article XII

COMPENSATION UPON PROMOTION

Any officer promoted to Detective, Sergeant or Detective Sergeant will receive compensation in accordance with the pay schedule for the higher rank from the date of appointment.

Article XIV

MAINTENANCE OF STANDARDS

Section 1:

It is agreed that those rights, privileges and benefits that were regularly exercised which the officers covered by this Agreement enjoyed prior to the date of this Agreement are retained by the officers except as those rights, privileges and benefits are specifically modified by this Agreement.

Section 2:

It is agreed that this Article shall not infringe upon the regulatory or legal obligations of individual officers, shall not be construed to impose criminal or civil liability upon the Township, and shall not impose an unreasonable burden upon the operation of the Police Department.

SCHEDULE "A"

PBA SALARY GUIDE

	<u>Base Salary</u> <u>As of 1/1/89</u>	<u>Base Salary</u> <u>As of 1/1/90</u>
1	20,739	21,983
2	23,243	24,638
3	25,747	27,292
4	28,251	29,946
5	30,755	32,600
6	33,259	35,254
7	35,764	37,910
Detective	37,559	39,813
Increment	2,504	2,654

Those officers not yet at maximum salary shall be placed on the new step guide on their respective anniversary as follows:

	<u>Current</u> <u>Current</u> <u>Guide</u>	<u>With 7%</u> <u>Increment</u> <u>Retroactive</u> <u>1/1/89</u>	<u>Anniversary</u> <u>Date</u> <u>& Step</u> <u>Increment</u>
<u>Men Still in Step:</u>			
<u>As of January 1, 1989</u>			
Thomas Quirk at Step 5	\$31,745.	\$33,967.	9/1/89 \$35,764.
David Gehrum at Step 5	31,745.	33,967.	1/1/90 35,764.
Frank Loughlin at Step A	23,352.	25,747.	2/1/89 28,251.
Martin Zvolensky at Step A	23,352.	25,747.	2/1/89 28,251.
Tony Vitanza at Step B	21,673.	23,243.	3/1/89 25,747.
Mark Roddy - Probationary	19,382.	20,739.	2/1/90 23,243.
Raymond Reisen - Probationary	19,382.	20,739.	2/1/90 23,243.

SCHEDULE "C"

LIST OF PARTICIPANTS WHO SHALL CONTINUE TO
RECEIVE THE FOLLOWING COLLEGE CREDIT PAYMENTS
DURING THE TERM OF THIS AGREEMENT

<u>Name of Employee</u>	<u>College Credit Payment</u>
J. Cortright	\$150.00
L. Csengeto	90.00
J. Hark	180.00
J. Hickey	330.00
J. Rapp	60.00
A. Robertson	330.00
H. Seals	<u>180.00</u>
Total	\$1,320.00